

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment") is made and entered into as of July 14, 2017, by and between HART ILLINOIS INDUSTRIALS, LLC, a Delaware limited liability company ("Landlord"), and WESTROCK CP, LLC, a Delaware limited liability company ("Tenant").

### RECITALS:

A. Pursuant to that certain Industrial Building Lease dated as of June 8, 2007 (the "Original Lease"), by and between Cherry Hill Nine LLC ("Original Landlord") and Smurfit-Stone Container Enterprises, Inc. ("Original Tenant"), as amended by that certain First Amendment to Industrial Building Lease dated as of February 29, 2008, by and between Original Landlord and Original Tenant (the Original Lease, as so amended, is referred to herein as the "Lease"), Landlord (as successor in interest to Original Landlord) currently leases to Tenant (as successor in interest to Original Tenant) certain "Premises" (as more particularly described in the Lease) containing approximately 355,363 square feet of rentable area within the "Building" at 2251 Berens Drive, in New Lenox, Illinois. All initial capitalized terms used herein but not herein defined shall have the meaning ascribed to such terms under the Lease.

B. Landlord and Tenant now desire to enter into this Second Amendment to provide, among other things, for the extension of the Term of the Lease as to the Premises for an additional period so as to expire on August 31, 2027, subject to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Notwithstanding anything to the contrary contained in the Lease:

(a) The Term of the Lease for the Premises is hereby extended so as to expire at the end of the day on August 31, 2027. Tenant has no further right or option to extend or renew the Lease Term beyond August 31, 2027, except as provided in Section 1(g) below. The provisions of the Lease shall continue in effect during the extension of the Lease Term pursuant hereto, except as expressly otherwise provided in this Second Amendment.

(b) The monthly Base Rent payable pursuant to Section 2.1 of the Original Lease (as hereby amended) during the period from September 1, 2017 through and including the expiration of the Lease Term (as hereby extended) on August 31, 2027, shall be as follows:

<u>Period of the Lease Term</u>	<u>Monthly Base Rent</u>
September 1, 2017 – August 31, 2018	\$158,432.67 per month
September 1, 2018 – August 31, 2019	\$162,393.49 per month
September 1, 2019 – August 31, 2020	\$166,453.32 per month
September 1, 2020 – August 31, 2021	\$170,614.66 per month
September 1, 2021 – August 31, 2022	\$174,880.02 per month
September 1, 2022 – August 31, 2023	\$179,252.02 per month
September 1, 2023 – August 31, 2024	\$183,733.33 per month
September 1, 2024 – August 31, 2025	\$188,326.66 per month
September 1, 2025 – August 31, 2026	\$193,034.83 per month
September 1, 2026 – August 31, 2027	\$197,860.70 per month

(c) During the extension of the Term pursuant hereto, in addition to the monthly Base Rent as specified above, Tenant shall continue to pay real estate taxes, Impositions, assessments due under the CC&R's, utility costs and other monetary obligations of Tenant under the Lease accruing with respect to the period of the Term (as hereby extended) in accordance with the provisions of the Lease.

(d) (i) Except as expressly otherwise set forth in this Second Amendment, Landlord shall have no obligation to improve or alter the Premises or provide Tenant with an allowance for improvement or alteration of the Premises in connection with the extension of the Lease Term pursuant hereto, and Tenant's continued lease of the Premises pursuant hereto shall be on an "as is" basis, subject to Landlord's ongoing obligations for maintenance and repair to the extent specified in the Lease.

(ii) Landlord shall make available to Tenant an allowance (the "Extension Allowance"), in the amount of up to Two Million Four Hundred Thousand Dollars (\$2,400,000.00), to reimburse Tenant for costs (the "Extension Work Costs") incurred by Tenant in the construction of certain permanently affixed alterations to the Premises following the date hereof and prior to the date which is twelve (12) months following the date hereof comprised of upgrades to the ventilation and office components of the Premises and such other alterations and/or improvements to the Premises as Tenant requests and are approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed (collectively, the "Extension Work"). The Extension Work shall be managed by Tenant and performed in accordance with all provisions of the Lease (as hereby amended) governing the making of alterations to the Premises (including, without limitation, the requirement that Landlord's prior written consent thereto be obtained). The Extension Allowance shall be paid by Landlord directly to Tenant's contractors and subcontractors performing the Extension Work periodically following the date hereof (but not more frequently than monthly) within thirty (30) days following Tenant's submission to Landlord of (1) invoices evidencing Extension Work Costs at least in the amount requested, (2) a contractor's certificate as to the Extension Work for which payment is so requested evidencing the completion thereof, and (3) lien releases from the contractors and materialmen with respect to the applicable Extension Work evidencing lien-free completion thereof. Tenant shall have no further rights to any Extension Allowance amounts remaining undisbursed and for which a proper request for disbursement has not been received by Landlord as of the date which is twelve (12) months following the date hereof, whether for use as payment of Extension Work, other improvements or alterations to the Premises, as an offset against rent or otherwise.

(e) Tenant agrees to cause WestRock Company, a Delaware corporation ("Guarantor") to execute and deliver to Landlord concurrent with the execution and delivery of this Second Amendment, a Guaranty of Lease in the form attached hereto as Schedule 1 (the "Guaranty"). At Landlord's option, receipt of the Guaranty executed by Guarantor shall be a condition precedent to the effectiveness of this Second Amendment. Tenant shall deliver notice to Landlord within fifteen (15) days of each of June 30 and December 31 occurring hereafter during the Term (as extended hereby) certifying as to the then credit rating of Guarantor. If the credit rating of Guarantor hereafter ever falls below "investment grade" (meaning a credit rating below Baa3 by Moody's Investors Service, Inc. ("Moody's") and below BBB- by Standard & Poor's Rating Service ("S&P")) for one hundred twenty (120) consecutive days, then Tenant shall within fifteen (15) days thereafter be required to deliver to Landlord the "Letter of Credit" (as hereinafter defined), to be held, drawn upon and/or returned, as provided below. Notwithstanding anything to the contrary contained herein, if Tenant certifies to Landlord that the credit rating of Guarantor has improved to "investment grade" after the Letter of Credit has been issued and delivered to Landlord, then within ten (10) days after receipt of such certification Landlord shall cancel and return the Letter of Credit to Tenant.

(f) (i) If Tenant is required to deliver the Letter of Credit to Landlord pursuant to this Second Amendment, then Tenant shall deliver to Landlord, as collateral for the full performance by Tenant of all of Tenant's obligations under the Lease (as hereby amended) and for all losses, liabilities and damages that Landlord may suffer as a result of any failure by Tenant to perform its obligations as and when required under the Lease (as hereby amended), a clean, standby, unconditional, irrevocable, transferable letter of credit (the "Letter of Credit") in the form of Schedule 2 attached hereto and incorporated herein by this reference, and containing the terms required herein, in the face amount of the "Letter of Credit Amount" (as hereinafter defined), naming Landlord as beneficiary, issued by a financial institution reasonably acceptable to Landlord (the "Letter of Credit Issuer"), with banking offices where drawing upon such Letter of Credit may be made in Chicago, Illinois. As used herein, the "Letter of Credit Amount" shall mean, from the date hereof through August 31, 2020, Seven Hundred Fifty Thousand Dollars (\$750,000.00), from September 1, 2020 through and including August 31, 2022, Five Hundred Thousand Dollars (\$500,000.00), from September 1, 2022 through and including August 31, 2024, Two Hundred Fifty Thousand Dollars (\$250,000.00), and from and after August 31, 2025, One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Any reduction in the Letter of Credit Amount pursuant hereto to be effected once the Letter of Credit has been delivered to Landlord pursuant hereto, shall not occur when Tenant is then in default under the Lease (as hereby amended), but shall thereafter occur when Tenant is no longer in default under the Lease (as

hereby amended), and shall be accomplished by Tenant's delivery to Landlord of either (x) an amendment to the existing Letter of Credit (in form and content reasonably acceptable to Landlord) modifying the Letter of Credit Amount to the amount then required under this subsection, or (y) an entirely new Letter of Credit (in the form and content otherwise required pursuant to this Section 1(f) in the Letter of Credit Amount then required hereunder. The Letter of Credit Issuer shall be a banking organization chartered by the United States of America or any of the several States thereof or the District of Columbia and insured by the Federal Deposit Insurance Corporation, which is acceptable and whose long-term, unsecured and unsubordinated debt obligations are rated in the highest category by at least two of Fitch Ratings, Ltd, ("Fitch"), Moody's and S&P (collectively, the "Rating Agencies") or their respective successors (which on the date hereof means AAA from Fitch and S&P and Aaa from Moody's) and has a short-term deposit rating in the highest category from at least two of the aforesaid Rating Agencies (which on the date hereof means F1 from Fitch, P-1 from Moody's and A-1 from S&P) (the "LOC Criteria"). If at any time during the Term hereof the Letter of Credit Issuer shall cease to satisfy the LOC Criteria or shall be declared insolvent by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation or any applicable State regulatory authority or shall be placed on the Federal Deposit Insurance Corporation's "Watch List", Tenant shall, within five (5) days after notice from Landlord, replace such Letter of Credit with another Letter of Credit issued by a banking organization that satisfies the LOC Criteria and failing doing so, Landlord may draw down the then extant Letter of Credit or if such Letter of Credit is not honored, require Tenant within five (5) days after notice of such dishonoring to replace the Letter of Credit with cash security. Time shall be of the essence with respect to each such five (5) day period set forth in this paragraph. If Tenant shall default in performing any such obligation under this paragraph, the same shall be deemed a default under the Lease (as hereby amended) neither requiring any further notice for Landlord to terminate the Lease (as hereby amended) nor susceptible of being cured by Tenant. The Letter of Credit shall not be mortgaged, assigned or encumbered in any manner whatsoever by Tenant. Following the date of the full execution and delivery of the Lease (as hereby amended) by Landlord and Tenant, Tenant shall cause the Letter of Credit to be continuously maintained in effect (whether through replacement, renewal or extension) in the Letter of Credit Amount through the date (the "Final LC Expiration Date") that is sixty (60) days after the scheduled expiration date of the Term of the Lease (as hereby amended), as such Term may be hereafter extended. If the Letter of Credit held by Landlord has a stated expiration date which is earlier than the Final LC Expiration Date or if a notice of termination or non-renewal given by the issuing bank, then Tenant shall deliver a new Letter of Credit or certificate of renewal or extension to Landlord not later than thirty (30) days prior to the expiration date of the Letter of Credit then held by Landlord. Any renewal or replacement Letter of Credit shall comply with all of the provisions of this Section 1(f), shall be a clean, unconditional, irrevocable, transferable standby letter of credit as required in accordance herewith, and shall remain in effect (or be automatically renewable) through the Final LC Expiration Date upon the same terms as the expiring Letter of Credit or such other terms as may be acceptable to Landlord in its sole discretion.

(ii) Landlord shall have the right to draw upon the Letter of Credit, in whole or in part, at any time and from time to time, upon the occurrence of a "Drawing Event" (as hereinafter defined). As used herein, a "Drawing Event" shall mean the occurrence of any one or more of the following: (1) if Tenant shall fail to perform any monetary obligation owing under the Lease (as hereby amended) as and when due; or (2) if the Letter of Credit held by Landlord has a stated expiration date which is earlier than the Final LC Expiration Date or if a notice of termination or non-renewal given by the issuing bank, and Tenant fails to deliver to Landlord, at least thirty (30) days prior to the expiration date of the Letter of Credit then held by Landlord, a renewal or substitute Letter of Credit that is in effect and that complies with all of the provisions of this Section 1(f); or (3) if Tenant shall hereafter become insolvent, make a general assignment for the benefit of creditors, permit or suffer legal proceedings to be instituted seeking to have Tenant adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States (unless, in the case of an involuntary petition filed against Tenant, such proceeding is dismissed within thirty (30) days of its filing), or if the Lease (as hereby amended) shall pass, by operation of law or otherwise, to any person or persons or entity other than Tenant (unless expressly permitted pursuant to the Lease, as hereby amended); or (4) if Tenant shall fail to observe or perform any of the express or implied covenants or provisions of the Lease (as hereby amended) to be observed or performed by Tenant, other than as specified in clauses (1), (2) and (3) above, where such failure under this clause (4) shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant (provided that if the nature of such failure is such that more than thirty (30) days are reasonably required for the cure thereof, then a Drawing Event shall not be deemed to occur if Tenant shall commence such cure within such thirty (30) day period and thereafter diligently prosecute such cure to completion). No condition or term of the Lease (as hereby amended) shall be deemed to render the Letter of Credit conditional to justify the issuer of the Letter of Credit in failing to honor a drawing upon

such Letter of Credit in a timely manner. Tenant hereby acknowledges and agrees that Landlord is entering into this Second Amendment in material reliance upon the ability of Landlord to draw upon the Letter of Credit if required to be delivered pursuant hereto upon the occurrence of any of the events specified in clause (1), (2), (3) or (4) above.

(iii) The proceeds of the Letter of Credit may be applied by Landlord against any Base Rent, additional rent or other monies payable by Tenant under the Lease (as hereby amended) that is not paid when due and/or to pay for all losses and damages that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any default by Tenant under the Lease (as hereby amended). Any unused proceeds shall constitute the property of Landlord and need not be segregated from Landlord's other assets. Provided Tenant has performed all of its obligations under the Lease (as hereby amended), Landlord agrees to pay to Tenant within thirty (30) days after the Final LC Expiration Date the amount of any proceeds of the Letter of Credit received by Landlord and not applied against any rent or other sums payable by Tenant under the Lease (as hereby amended) that was not paid when due or used to pay for any losses and/or damages suffered by Landlord (or reasonably estimated by Landlord that it will suffer) as a result of any default by Tenant under the Lease (as hereby amended); provided, that if prior to the Final LC Expiration Date a voluntary petition under the Federal Bankruptcy Code or for reorganization or rearrangement is filed by Tenant or any Guarantor, or an involuntary petition under the Federal Bankruptcy Code or for reorganization or rearrangement is filed against Tenant or any Guarantor by any of Tenant's or Guarantor's creditors, then Landlord shall not be obligated to make such payment in the amount of the unused Letter of Credit proceeds until either all preference issues relating to payments under the Lease (as hereby amended) have been resolved in such bankruptcy or reorganization case or such bankruptcy or reorganization case has been dismissed, in each case pursuant to a final court order not subject to appeal or any stay pending appeal.

(iv) If, as a result of any application or use by Landlord of all or any part of the Letter of Credit, the amount of the Letter of Credit shall be less than the Letter of Credit Amount, Tenant shall, within five (5) days thereafter, provide Landlord with additional letter(s) of credit in an amount equal to the deficiency (or a replacement letter of credit in the total Letter of Credit Amount), and any such additional (or replacement) letter of credit shall comply with all of the provisions of this Section 1(f), and if Tenant fails to comply with the foregoing, notwithstanding anything to the contrary contained in the Lease (as hereby amended), the same shall constitute an incurable event of default by Tenant. Tenant further covenants and warrants that it will neither assign nor encumber the Letter of Credit or any part thereof and that neither Landlord nor its successors or assigns will be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

(v) Tenant agrees not to interfere in any way with any payment to Landlord of the proceeds of the Letter of Credit, either prior to or following a "draw" by Landlord of all or any portion of the Letter of Credit, regardless of whether any dispute exists between Tenant and Landlord as to Landlord's right to draw down all or any portion of the Letter of Credit. No condition or term of Lease shall be deemed to render the Letter of Credit conditional and thereby afford the Letter of Credit Issuer a justification for failing to honor a drawing upon such Letter of Credit in a timely manner. Tenant shall not request or instruct the Letter of Credit Issuer to refrain from paying sight draft(s) drawn under such Letter of Credit. Tenant unconditionally and irrevocably waives (and as an independent covenant hereunder, covenants not to assert) any right to claim or obtain any of the following relief in connection with the Letter of Credit: (1) a temporary restraining order, temporary injunction, permanent injunction, or other order that would prevent, restrain or restrict the presentment of sight drafts drawn under any Letter of Credit or the Letter of Credit Issuer's honoring or payment of sight draft(s); or (2) any attachment, garnishment, or levy in any manner upon either the proceeds of any Letter of Credit or the obligations of the Letter of Credit Issuer (either before or after the presentment to the Letter of Credit Issuer of sight drafts drawn under such Letter of Credit) based on any theory whatever.

(vi) Landlord may, at any time and without notice to Tenant and without first obtaining Tenant's consent thereto, transfer all or any portion of its interest in and to the Letter of Credit to another party, person or entity, including any holder of a mortgage or deed of trust encumbering the Premises (a "Prior Lien") and/or to have the Letter of Credit reissued in the name of the holder of any Prior Lien. If Landlord transfers its interest in the Premises and transfers the Letter of Credit (or any proceeds thereof then held by Landlord) to the transferee, Landlord shall, without any further agreement between the parties hereto, thereupon be released by Tenant from all liability therefor. The provisions hereof shall apply to the transfer or assignment of the Letter of Credit to a new landlord. In connection with any such transfer of the Letter of Credit by Landlord, Tenant shall, at Tenant's sole cost and expense, execute and submit to the issuer of the Letter of Credit such applications, documents

and instruments as may be reasonably necessary to effectuate such transfer. Tenant shall be responsible for paying the issuer's transfer and processing fees in connection with any transfer of the Letter of Credit and, if Landlord advances any such fees (without having any obligation to do so and notwithstanding whether Landlord shall accept delivery of a Letter of Credit which obligates the beneficiary thereunder to pay any transfer fees of the Letter of Credit issuer), then, at Landlord's option, Landlord may apply proceeds of the Letter of Credit in payment of such fees, or Tenant shall reimburse Landlord for any such transfer or processing fees, as additional rent, within thirty (30) days after Landlord's written request therefor.

(vii) Landlord and Tenant (1) acknowledge and agree that in no event or circumstance shall the Letter of Credit or any renewal thereof or substitute therefor or any proceeds thereof be deemed to be or treated as a "security deposit" under any laws applicable to security deposits in the commercial context (collectively, the "Security Deposit Laws"), (2) acknowledge and agree that the Letter of Credit (including any renewal thereof or substitute therefor or any proceeds thereof) is not intended to serve as a security deposit, and the Security Deposit Laws shall have no applicability or relevancy thereto, and (3) waive any and all rights, duties and obligations either party may now or, in the future, will have relating to or arising from the Security Deposit Laws. Without limiting the generality of the foregoing, Tenant hereby waives the provisions of all laws, now or hereafter in effect, which (A) establish the time frame by which Landlord must refund a security deposit under a lease, and/or (B) provide that Landlord may claim from the security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums specified in this Section 1(f) above and/or those sums reasonably necessary to compensate Landlord for any loss or damage caused by Tenant's default under the Lease (as hereby amended) or the acts or omission of Tenant or any employee, agent, contractor or invitee of Tenant.

(g) (i) In lieu of any other option or right to further extend the Term of the Lease as provided in the Lease, Landlord hereby grants to Tenant two (2) additional options to further extend the Lease Term as to the Premises (each, an "Option to Extend"), each for an additional term of sixty (60) months (each, an "Option Term"), such that the first such Option Term would be for the period from September 1, 2027 through and including August 31, 2032 and the second such Option Term would be for the period from September 1, 2032 through and including August 31, 2037. Tenant shall have no further option to extend the Lease Term beyond August 31, 2032. Each Option to Extend shall be separately exercisable only by written notice delivered by Tenant to Landlord not earlier than twelve (12) months prior to the commencement of the applicable Option Term and not later than nine (9) months prior to the commencement of the applicable Option Term, provided that Tenant may not exercise an Option to Extend when an event of default by Tenant under the Lease (as hereby amended) is continuing. If Tenant fails to deliver to Landlord written notice of the exercise of an Option to Extend by a date that is at least nine (9) months prior to the commencement of the applicable Option Term, then Tenant shall have no further right or option to extend or renew the Lease Term. The terms and conditions of this Lease (as hereby amended) shall continue in effect during each Option Term, except that (x) Tenant shall have no further option or right to extend the Lease Term Space beyond the second such Option Term, (y) the monthly Base Rent payable under this Lease shall be adjusted on the commencement of each Option Term to the monthly "Fair Market Rental Value" (as hereinafter defined) of the Premises as of the commencement of the applicable Option Term, and (z) the monthly Base Rent as so adjusted on the commencement of the Option Term shall be increased by two and one-half percent (2.5%) effective on each yearly anniversary of the commencement of such Option Term during such Option Term. If Tenant properly exercises an Option to Extend, then all references in the Lease (as hereby amended) to the "Lease Term" shall mean the Lease Term, as theretofore extended, and as further extended by the applicable Option Term.

(ii) The monthly Fair Market Rental Value of the Premises as of the commencement of the applicable Option Term shall be determined in the manner described below. Within thirty (30) days following Tenant's exercise of the applicable Option to Extend, Landlord and Tenant shall meet in an effort to negotiate in good faith the Fair Market Rental Value of the Premises as of the commencement of the applicable Option Term. If Landlord and Tenant have not agreed upon the Fair Market Rental Value of the Premises at least one hundred fifty (150) days prior to the commencement of the applicable Option Term, such Fair Market Rental Value shall be determined by the following appraisal method:

(1) If Landlord and Tenant are not able to agree upon the Fair Market Rental Value of the Premises within the time period prescribed above, then Landlord and Tenant shall attempt to agree in good faith upon a single licensed commercial real estate agent with at least seven (7) years full-time

experience as a real estate agent active in leasing of industrial properties in the area of the Premises not later than one hundred twenty (120) days prior to the commencement of the applicable Option Term. If Landlord and Tenant are unable to agree upon a single agent within such time period, then within fifteen (15) days thereafter, Landlord and Tenant shall each appoint a licensed commercial real estate agent with at least seven (7) years full-time experience as a real estate agent active in leasing of industrial properties in the area of the Premises and give notice to the other of such appointment. Within ten (10) days thereafter, the two appointed agents shall appoint a third agent meeting the same qualifications. If either Landlord or Tenant fails to appoint its agent and to give written notice thereof to the other party within the prescribed time period, the single agent appointed shall determine the Fair Market Rental Value of the Premises as of the commencement of the applicable Option Term. If both parties fails to appoint agents within the prescribed time periods, then an agent meeting the qualifications stated above shall be selected by the President of the BOMA chapter including the Premises upon application by either party, which agent shall determine the Fair Market Rental Value of the Premises as of the commencement of the applicable Option Term. Each party shall bear the costs of its own agent and the parties shall share equally the cost of the single or third agent if applicable.

(2) For the purpose of such appraisal, the term "Fair Market Rental Value" shall mean the price that a ready and willing tenant would pay, as of the commencement of the Option Term, as monthly base rent, to a ready and willing landlord of property comparable to the Premises if such property were exposed for lease on the open market for a reasonable period of time. Such determination of Fair Market Rental Value shall be based upon the rental of space of comparable age, construction, size and location as the Premises with the improvements then existing in the Premises for a term equal to the applicable Option Term. If a single agent is chosen, then such agent shall determine the Fair Market Rental Value of the Premises as of the commencement of the Option Term. Otherwise, the Fair Market Rental Value of the Premises as of the commencement of the Option Term shall be the arithmetic average of the three appraisals, provided that any appraisal which is more than ten percent (10%) above or below the middle appraisal shall be disregarded. Landlord and Tenant shall instruct the agent(s) to complete their determination of Fair Market Rental Value not later than sixty (60) days prior to the commencement of the applicable Option Term. If the Fair Market Rental Value is not determined prior to the commencement of the applicable Option Term, then Tenant shall continue to pay to Landlord 102.5% of the monthly Base Rent allocable to the Premises immediately prior to the commencement of the applicable Option Term until the Fair Market Rental Value is determined. When the Fair Market Rental Value is determined, the agents making such determination shall deliver notice thereof to the parties, and if such monthly amount is greater than the monthly amount theretofore paid during the applicable Option Term as the monthly Base Rent, then Tenant shall pay to Landlord within ten (10) days after receipt of such notice, the difference between the monthly Base Rent actually paid by Tenant to Landlord for the period from and after the commencement of the applicable Option Term and the new monthly Base Rent determined hereunder effective as of the commencement of the applicable Option Term.

(h) Unless and until further modified by written notice from Landlord to Tenant, Landlord's address for receipt of notices under the Lease is modified to be:

HART Illinois Industrials, LLC  
c/o Heitman Capital Management, LLC  
191 N. Wacker Drive, Suite 2500  
Chicago, IL 60606  
Attn: Property Management

(i) Unless and until further modified by written notice from Tenant to Landlord, Tenant's address for receipt of notices under the Lease is modified to be:

WestRock CP, LLC  
504 Thrasher Street  
Norcross, Georgia 30071  
Attn: General Counsel

2. Landlord and Tenant each represent and warrant that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Second Amendment other than Colliers International, as

Landlord's broker and as Tenant's broker (collectively, the "Brokers"), and that it knows of no other real estate broker, agent or finder who is or might be entitled to a commission or fee in connection with this Second Amendment. Landlord shall be responsible for the entire commission of Brokers in connection with this Second Amendment (the "Broker Commissions") pursuant to separate agreement. In the event of any claim for broker's or finder's fees or commissions in connection with this Second Amendment (other than by Brokers), (i) Landlord shall indemnify, hold harmless and defend Tenant from and against any and all liability, claims, demands, damages and costs (including, without limitation, reasonable attorneys' fees and other litigation expenses) on account of such claim if it shall be based upon any statement, representation or agreement claimed to have been made by Landlord, and (ii) Tenant shall indemnify, hold harmless and defend Landlord from and against any and all liability, claims, demands, damages and costs (including, without limitation, reasonable attorneys' fees and other litigation expenses) on account of such claim if it shall be based upon any statement, representation or agreement claimed to have been made by Tenant.

3. Except as specifically amended by this Second Amendment, the Lease shall continue in full force and effect. In the event of any conflict between the provisions of the Lease and the provisions of this Second Amendment, the provisions of this Second Amendment shall prevail.

4. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Second Amendment as of the date first written above.

**LANDLORD:**

HART ILLINOIS INDUSTRIALS, LLC,  
a Delaware limited liability company

By: Michael Schwartz  
MIKE Schwartz VP  
(Print Name and Title)

**TENANT:**

WESTROCK CP, LLC,  
a Delaware limited liability company

By: John D. Stakel  
John D. Stakel, Senior Vice President mld

SCHEDULE 1  
GUARANTY OF LEASE

See Attached

## GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is made by WESTROCK COMPANY, a Delaware corporation ("Guarantor") in favor of HART ILLINOIS INDUSTRIALS, LLC, a Delaware limited liability company ("Landlord"), in connection with that certain Second Amendment to Lease entered into concurrently herewith (the "Second Amendment"), amending that certain Industrial Building Lease dated as of June 8, 2007 (the "Original Lease"), by and between Cherry Hill Nine LLC ("Original Landlord"), predecessor in interest to Landlord, and Smurfit-Stone Container Enterprises, Inc. ("Original Tenant"), predecessor in interest to Tenant, as amended by that certain First Amendment to Industrial Building Lease dated as of February 29, 2008 (the "First Amendment"), by and between Original Landlord and Original Tenant (the Original Lease, as amended by the First Amendment and the Second Amendment, is referred to herein as the "Lease"), pursuant to which Lease Landlord leases to WESTROCK CP, LLC, a Delaware limited liability company ("Tenant"), certain "Premises" (as more particularly defined in the Lease) containing approximately 355,363 square feet of rentable area within the "Building" at 2251 Berens Drive, in New Lenox, Illinois. As a material inducement to and in consideration of Landlord entering into the Second Amendment, Landlord having indicated that it would not enter into the Second Amendment without the execution of this Guaranty, Guarantor does hereby agree with Landlord as follows:

1. Guarantor does hereby unconditionally and irrevocably guarantee, as a primary obligor and not as a surety, and promise to perform and be liable for any and all obligations and liabilities of Tenant under the terms of the Lease.
2. Guarantor does hereby agree that, without the consent of Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) any term, covenant or condition of the Lease may be hereafter amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of "Tenant" under the Lease as so amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; (d) Landlord or any other person acting on Landlord's behalf may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; and (e) all or any part of the Premises or of the rights or liabilities of "Tenant" under the Lease may be sublet, assigned or assumed. This is a continuing guaranty.
3. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant or any other person or to pursue any other remedy before proceeding against Guarantor; (b) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (c) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement.
4. Guarantor hereby waives and agrees not to assert or take advantage of any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of adverse change in the financial status of Tenant or other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind.
5. Until all Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; and (b) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant under, arising out of or related to the Lease or Tenant's use or occupancy of the Premises.
6. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law and/or in equity.

7. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns (including any purchaser at a judicial foreclosure or trustee's sale or a holder of a deed in lieu thereof). This Guaranty may be assigned by Landlord voluntarily or by operation of law.

8. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. The obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Tenant, or by any defense which Tenant may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

9. At any time during the Term of the Lease, Guarantor shall upon ten (10) days prior written notice from Landlord, provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, shall be audited by an independent certified public accountant. Notwithstanding anything to the contrary contained herein, if Guarantor is a publicly traded corporation making annual 10-K filings with the Securities and Exchange Commission, Guarantor may satisfy the requirements of this section with respect to delivery of financial information by delivery of Guarantor's most recent annual report filed with the Securities and Exchange Commission.

10. As a further material part of the consideration to Landlord to enter into the Lease with Tenant, Guarantor agrees: (a) the law of the State of Illinois shall govern all questions with respect to the Guaranty; (b) any suit, action or proceeding arising directly or indirectly from the Guaranty, the Lease or the subject matter thereof shall be litigated only in courts located within the county and state in which the Premises is located; (c) Guarantor hereby irrevocably consents to the jurisdiction of any local, state or federal court located within the county and state in which the Premises is located; and (d) without limiting the generality of the foregoing, Guarantor hereby waives and agrees not to assert by way of motion, defense or otherwise in any suit, action or proceeding any claim that Guarantor is not personally subject to the jurisdiction of the above-named courts, that such suits, action or proceeding is brought in an inconvenient forum or that the venue of such action, suit or proceeding is improper.

11. All notices, demands, consents, approvals, instructions or other communication which may or are required to be given by Landlord to Guarantor or by Guarantor to Landlord under this Guaranty shall be in writing and shall be either served personally, or sent by overnight courier, or sent by registered or certified mail, return receipt requested with postage prepaid, at the address(es) designated below, or to such other place(s) as the party to be notified may from time to time designate by at least fifteen (15) days' notice to the other party. Such notices, demands, consents, approvals, instructions or communications shall be deemed sufficiently served or given for all purposes hereunder, either (a) if personally served, upon such service, (b) if sent by overnight courier providing receipt of delivery, the following business day, or (c) if mailed, two (2) business days after the time of mailing or on the date of receipt shown on the return receipt, whichever is earlier.

To Landlord:

HART Illinois Industrials, LLC  
c/o Heitman Capital Management, LLC  
191 N. Wacker Drive, Suite 2500  
Chicago, IL 60606  
Attn: Property Management

To Guarantor:

WestRock Company  
504 Thrasher Street  
Norcross, GA 30071  
Attn: General Counsel

12. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer or director of Landlord. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof. If Guarantor is a corporation, limited liability company, partnership or other entity, each individual executing this Guaranty on behalf of such corporation, limited liability company, partnership or other entity represents and warrants that he or she is duly authorized to execute and deliver this Guaranty on behalf of such corporation, limited liability company, partnership or other entity in accordance with the governing documents of such corporation, limited liability company, partnership or other entity, and that this Guaranty is binding upon such corporation, limited liability company, partnership or other entity in accordance with its terms. If Guarantor is a corporation, limited liability company, partnership or other entity, Landlord, at its option, may require Guarantor to concurrently with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the board of directors of said corporation, or other authorizing documentation for such entity authorizing or ratifying the execution of this Guaranty. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means Tenant and also any assignee of the interest of "Tenant" in the Lease or any subtenant of all or any part of the Premises and their respective successors in interest.

Executed as of July 14, 2017.

GUARANTOR:

WESTROCK COMPANY,  
a Delaware corporation

By: 

John D. Stakel, Senior Vice President 

SCHEDULE 2  
FORM OF LETTER OF CREDIT

[BANK LETTERHEAD]

\_\_\_\_\_, 20\_\_\_\_

IRREVOCABLE, UNCONDITIONAL LETTER OF CREDIT NO. \_\_\_\_\_

[Name of Landlord]  
[Address of Landlord]

Gentlemen:

\_\_\_\_\_, a national banking association ("**Bank**"), of \_\_\_\_\_, \_\_\_\_\_ hereby issues its Irrevocable, Unconditional Letter of Credit in favor of \_\_\_\_\_, a \_\_\_\_\_, and/or its successors and assigns ("**Landlord**") for the account of \_\_\_\_\_, a \_\_\_\_\_ ("**Tenant**") up to the aggregate amount of \$\_\_\_\_\_, available at sight by the drafts of Landlord on the Bank. Drafts drawn on this Letter of Credit will be honored when presented. Multiple and partial draws shall be permitted hereunder. This Letter of Credit is transferable in whole or in part. The Bank shall look solely to Tenant for payment of any fee for such transfer. Such payment is not a condition to transfer.

The Bank hereby agrees with drawers, endorsers, and bona fide holders of this Letter of Credit that all drafts drawn by reason of this Letter of Credit and in accordance with the above conditions, will meet with due honor when presented at the office of the Bank in \_\_\_\_\_, \_\_\_\_\_.

The obligations of the Bank shall not be subject to any claim or defense by reason of the invalidity, illegality, or inability to enforce any of the agreements set forth in the Lease.

This Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (2006 revision), International Chamber of Commerce Publication No. 600, and any amendments thereof, when not in conflict with the express terms of this Letter of Credit.

This Letter of Credit shall terminate at 3:00 p.m. Central Standard [or Daylight Savings] Time on \_\_\_\_\_ [Insert date 60 days following scheduled expiration of Term]. [Or, if Letter of Credit will be automatically renewed annually, insert date one year after date of Letter of Credit and add: This Letter of Credit shall be deemed automatically extended without amendment(s) for successive period(s) of one year each from its current or any future expiration date(s) but in any event not beyond \_\_\_\_\_ [Insert date 60 days following scheduled expiration of Term] which shall be the final expiration date of this Letter of Credit, unless, at least 60 days prior to the then current expiration date, we notify you in writing by certified mail, return receipt requested, at the following address (or at such other address as you may specify by written notice to us), that this Letter of Credit will not be extended beyond the current expiration date; provided, that our obligation to make any payment hereunder in respect of a drawing request made prior to the expiry hereof shall continue until payment is made:

[Name of Landlord]  
[Address of Landlord]

Amounts drawn upon this Letter of Credit are to be endorsed on the reverse side of this Letter of Credit by the negotiating bank.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_